



TOWN OF TIVERTON, RHODE ISLAND **POWER PLANT APPRAISAL**

REQUEST FOR PROPOSALS APPRAISAL OF A 290 MW POWER PLANT LOCATED WITHIN THE CORPORATE LIMITS OF TIVERTON, RHODE ISLAND 02878

The Town of Tiverton, RI is seeking bids for the appraisal of the subject power plant with an effective date of December 31, 2020. Contractors interested in providing the appraisal services set forth in the Specifications are invited at their expense to deliver three (3) copies of their proposal no later than September 25th, 2020, at 11:00 a.m. to:

Town Clerk's Office
Tiverton Town Hall
343 Highland Road
Tiverton, Rhode Island 02878,

The proposals will be opened at 11:15 a.m. on said date. A list of all bidders along with proposed costs will be available shortly after the bid openings.

All proposals shall be sealed and marked:

"POWER PLANT APPRAISAL SERVICES"

The Town reserves the right to award the bid to the firm offering the lowest qualified evaluated bid or to reject any or all bids, and to waive any informality. Factors considered in the evaluation will include cost, experience and competence of the contractor, quality and experience of contractor personnel, the nature and size of the organization, and the performance of the contractor on similar projects. Additionally, the Town reserves the right to request additional information or clarifications from bidders, or to allow corrections of error or omission.

All information pertaining to the Contractor's technical and management approach to completing this Project, as well as the proposed cost, timetable and staffing plan shall be presented in the proposal. The proposal must address, at a minimum, each of the issues set forth in this Request for Proposals in order to be

considered responsive. Any proposal which does not respond to each issue may be rejected by the Assessor as non-responsive.

The Assessor/Town reserves the right to amend this proposal any time prior to the deadline for submission of proposals.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, regardless of the circumstance.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the Assessor, in writing, not less than five (5) business days before the bid opening. Any change or interpretation made as a result thereof will be published in an addendum which shall be posted on the Town's website. Should a bidder still not be satisfied, the bidder may in the bid, set out and stipulate the exception, with enough explanation to be understood by the Town and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The Town may, at its discretion, accept or reject any or all exceptions.

The right is reserved, as the interest of the Town may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The Town of Tiverton reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the Town.

Note: All bidders are responsible for insuring that no **addendums** have been made to the original Request for Proposals.

The technical point of contact is David Robert, Tax Assessor, at (401) 816-0255, Email: assessor@tiverton.ri.gov.

In addition to addressing each of the items in the Specifications, the Contractor must submit, as part of its proposal, the following information:

1. A Letter of Transmittal signed by the individual authorized to negotiate for and contractually bind the Contractor stating that the offer is effective for at least ninety (90) Calendar Days from the deadline for the submission of proposals.
2. A list of Municipalities/clients for which the Contractor has completed a similar power plant appraisal in the last 5 years.

3. The resume of each person assigned to this project.

GENERAL CONDITIONS

1. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of the bidder prior to award, and to select and negotiate the bidder's services in the best interest of the Town.
2. The bidder shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 90 days from the deadline for submission of proposals.
3. The bidder shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
4. All original documents and drawings shall become the property of the Town after completion of the bidder's work.
5. The Town of Tiverton intends to recommend award of a contract to the Town Council for the requested services within one (1) month of the submission deadline. The bidder shall be prepared to commence work immediately upon execution of a contract with the Town.
6. Awards will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
7. Payment of contracted service shall be made upon completion of assignment/or monthly progress to the satisfaction of the Tax Assessor.
8. Town is exempt from all Rhode Island Use Taxes, sales and Federal excise taxes. Our exemption number is 05-6000534. Please bill less these taxes.
9. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.
10. The contract will be for the services described herein; however, this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services, or a portion of, even if in duplicate, from any other vendor.
11. Unless otherwise specified, all costs listed are firm for the term of the contract.
12. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, pandemic or other act of God.

13. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
14. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
15. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
16. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Bidders shall also mean vendors, offerors, proposers, contractors, or any person or firm responding to this Request for Proposals.
17. All contracts entered into by the Town of Tiverton shall be governed by the internal laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

A: SPECIFICATIONS

The following terms shall mean:

ASSESSOR: the duly appointed Tax Assessor of the TOWN OF TIVERTON.

PROJECT: the appraisal of a power plant located in the Town of Tiverton, Rhode Island effective December 31, 2020.

TOWN: the Town of Tiverton, Rhode Island 02878

CONTRACTOR: the successful bidder and responsible party in carrying out the defined project.

POWER PLANT: Known as Tiverton Power, Inc., located at 304 Progress Road, Tiverton, Rhode Island 02878 (Assessor Plat 108 Lot 105)

B: DESCRIPTION OF POWER PLANT APPRAISAL

CONTRACTOR understands that the project requires the complete appraisal of the subject power plant as described below by the plant manager:

Tiverton Power LLC is located at 304 Progress Rd. in the Tiverton Industrial Park in Tiverton, Rhode Island, commercial operation began in October 2000. Electricity generated by the plant is fed via National Grid's transmission lines located along the western edge of Route 24. The site is adjacent to the Algonquin Natural Gas Pipeline.

The facility is a gas fired combined cycle independent power plant with a rated capacity of 290 megawatts based upon the annual average net output. The facility supplies electricity to the regional power grid through an interconnection with National Grid. The facility consists of a combustion turbine generator, fired only by natural gas, and a steam turbine generator in a Brayton Rankine thermodynamic cycle. In this cycle the hot exhaust gas from the combustion turbine is used in a waste heat boiler to produce steam that drives a steam turbine to produce additional electricity.

Major ancillary equipment associated with the facility include: an SCR catalyst, air-cooled steam turbine condenser, an aqueous ammonia storage tank, an anhydrous ammonia chilling system, a continuous emissions monitoring system, fuel gas metering equipment, reciprocating gas compressors, a zero-discharge water treatment system, and an emergency diesel fire pump.

This facility also has an extensive roof mounted solar array.

C: APPRAISAL SPECIFICATIONS

Appraisal Report: Contractor will prepare either a "Summary Appraisal Report" OR a "Self-Contained Appraisal Report", depending on the type of appraisal report contracted for upon the discretion of the town. Bidder shall include the cost for each report type. It is understood that under USPAP, only the term Appraisal Report is recognized.

Fair Market Value as of December 31, 2020: The successful Contractor will prepare appraisals of the Fair Market Value of the Power Plant as of December 31, 2020. The analysis will be based on generally accepted valuation procedures and methods as described in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP), which include the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

The Cost Approach will be based on giving consideration to physical deterioration, functional obsolescence, and external (economic) obsolescence. (Assessor and Appraiser shall determine what should be classified as 'personal property' and the valuation of such).

The Sales Comparison Approach will be based on a review of prices that are paid for similar properties in the same or similar market.

In developing the Income Capitalization Approach, the Contractor will utilize a nationally recognized electric and fuel commodities forecast that is acceptable to the Town from vendors such as ABB, Wood Mackenzie, Pace Global, and Platts.

The scope of work shall be clearly laid out in the bid proposal as determined by the bidder.

D: TIME SCHEDULE and COMPLETION DATE

Signing of Contract: Within 30 days after receipt of notice of acceptance by the TOWN of its bid, as possibly revised by negotiations, Contractor shall execute with the TOWN a contract in the form agreeable to the TOWN and incorporating these contract specifications.

Inspection of Power Plant: The Town will arrange for the Contractor to perform a site visit no later than December 11, 2020 or a date acceptable to all parties.

Periodic Updates: The Contractor shall keep the Assessor up to date on the progress of this project.

Draft Appraisal: A draft appraisal of the Fair Market Value of the Plant based on consideration of all three approaches to value shall be presented to the Tax Assessor no later than February 19, 2021.

Final Appraisal: The final appraisal report shall be delivered to the Town no later than March 12, 2021. 3 copies of the report shall be provided.

Delays: Contractor shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, pandemic, order of court or other public authority with proper jurisdiction.

C: PERSONNEL

The Contractor shall provide a qualified appraiser who shall be a Certified General Appraiser (or similar/equivalent certification) having at least 6 years of experience in appraising utility properties, and more specifically, power generating facilities similar to the subject property. Must have a nationally recognized designation such as an MAI that recognizes a level of expertise in appraising commercial/industrial properties. A resume of each person assigned to this project shall be provided. The Town reserves the right to either approve or disapprove the personnel assigned to this project. It is preferred that contractor provide an appraiser who has been qualified as an expert witness.

Conduct of Contractor Employees: As a condition of this contract, Contractor's employees will, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; Contractor shall take appropriate and meaningful disciplinary measures against those who violate such terms of this

provision. All personnel shall be professionally dressed (business casual at a minimum) at all times.

Subletting: Contractor shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the TOWN. It shall be mutually agreed and understood that said consent by the TOWN, shall in no way release Contractor from any responsibility as covered in these contract specifications and contract.

D: RESPONSIBILITIES OF THE TOWN

Cooperation: The Assessor, TOWN and TOWN employees will cooperate with and render all reasonable assistance to Contractor and its employees.

Items Furnished by the TOWN: The TOWN shall furnish or make available the following:

Maps: The TOWN shall furnish one set of updated TOWN tax maps showing street, property lines and parcel identification numbers of the subject property and abutting parcels.

Land Dimensions: The TOWN shall make available to Contractor lot sizes and total acreage of the subject property.

Office Space: The TOWN shall furnish to Contractor sufficient office space (if needed) to carry out the terms of this contract.

Obligation to Keep Current: The TOWN shall continuously and currently update the information specified above.

E: DEFENSE OF APPRAISAL

Meeting with Town Officials/Power Plant Representatives: Contractor will have a qualified member or members of its staff with firsthand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at a meeting to review and discuss final appraisal.

Tax Assessment Board of Review: Contractor will have a qualified member or members of its staff with firsthand knowledge of the project and Contractor's duties under the contract, available upon request, for attendance at an appeal hearing should the Power Plant file a formal appeal of the appraised value.

Litigation: In the event of an appeal to the courts, Contractor will furnish a competent witness/witnesses with firsthand knowledge of this project and Contractor's duties under the contract to defend the valuation of the property appraised.

Litigation Preparation: Should a court appeal be filed, Contractor will provide assistance with court preparation. Please provide an hourly fee structure separate from the appraisal bid.

It is further understood that Contractor shall furnish said witnesses/expert(s) on any court action for 3 days at no charge. After the initial 3 days, a per diem rate may be charged against the town as outlined in your bid proposal.

Contractor will provide supporting data (work papers) if deemed necessary by the Assessor, for any said court appeals. Contractor will also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation.

F: PROTECTION OF THE TOWN

Bonding: Contractor will secure the faithful performance of the terms of this agreement by furnishing to the TOWN a performance surety bond in the amount of contract as awarded, which bond shall be issued by a reputable bonding company licensed to do such business in the State of Rhode Island. Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S solicitor.

Insurance: Contractor will, at its own expense, provide and keep in force:

Workers Compensation Insurance: (Per Rhode Island Law) and Employer's Liability Coverage, Coverage A at statutory limits and Coverage B at limits of \$100,000/\$500,000/\$100,000.

Broad Form Commercial General Liability Coverage: Which names the TOWN as an additional insured, written on a 'per occurrence' basis and with an aggregate cap no less than three (3) times required limit: \$2,000,000 Combined Single Limit (C.S.L.).

Automobile Liability Coverage: Including coverage for owned, hired or borrowed vehicles, \$2,000,000 Combined Single Limit (C.S.L.).

G: PENALTIES AND TERMINATION

Penalties: Failure by Contractor to meet any of the project timelines specified herein on page 6, shall cause for a penalty payment by the Contractor to the Town of Tiverton, on request of the Assessor, in the amount of One Hundred dollars (\$100) per day beyond the specified date of completion, provided the TOWN delivers its responsibilities. Delays occasioned by war, strike, explosion, acts of God or an order of court or other public authority are excepted.

Bankruptcy, Receivership, Insolvency: If Contractor does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to the Town. Contractor shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination. Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

Hold Harmless Agreement: Contractor shall, at all times, defend, indemnify, protect and save harmless, the TOWN and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

Waiver: No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications nor shall it prohibit the TOWN from future exercise of any such right.

Misrepresentation or Default: The TOWN may void this agreement if Contractor has misrepresented any offering.

H: SELECTION CRITERIA

The Town reserves the right to choose the successful bidder based on; experience, staff, cost, references, and responsiveness to this RFP.

Points will be awarded as follows:

Overall qualifications and experience of the firm and the specific personnel to be assigned to this project. Up to 40 Points.

Scope of work presentation and references. Up to 30 Points

Cost. Up to 30 Points.

The Town also reserves the right to reject any and all proposals and accept the one which it deems to be in the best interest of the Town.

(End of Specifications)

Date: _____

I/We _____ the undersigned do hereby propose to furnish the Town of Tiverton, Rhode Island, in accordance with all terms and specifications contained herein:

Please attach your Proposal *****

_____ NAME OF FIRM	_____ SIGNATURE & TITLE
_____ ADDRESS, TOWN, ZIP CODE	
_____ TELEPHONE NUMBER	
_____ E-MAIL ADDRESS	

NOTE:

On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

Also, please provide any literature you feel may be necessary.

All bidders are responsible for insuring that no addendums have been made to the original bid package.

Please list the Officers of your Corporation or Principals of your LLC.

Complete Company Name: _____

Name: _____

Title/Officer/Position: _____

Name: _____

Title/Officer/Position: _____

Name: _____

Title/Officer/Position: _____

Name: _____

Title/Officer/Position: _____

Name: _____

Title/Officer/Position: _____

Name: _____

Title/Officer/Position: _____